BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved On	24.04.2026
Pronounced On	01.06.2026

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH
and
THE HONOURABLE MR.JUSTICE K.K.RAMAKRISHNAN

C.M.A.(MD).Nos.140 to 144 of 2023, 835 of 2023 and 876 of 2024
and
C.M.P.(MD).Nos.1323 & 1327 of 2023 and 9408 of 2024

C.M.A.(MD).No.140 of 2023

Reliance General Insurance Co Ltd,
through its Branch Manager,
Having its Office at No.184/9b/7
V.V.D.Main Road,
Near State Bank of India,
Tuticorin. ... Appellant

Vs.

1.T.Nallammal

2.T.Perinbam

3.T.Enbarani

4.M.Mariappan ... Respondents

PRAYER:- Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the judgment and decree passed in M.C.O.P.No. 1386 of 2017 on the file of the Motor Accident Claims Tribunal, I Additional District Judge, Tirunelveli dated 24.06.2022.

For Appellant : Mrs.K.R.Shivashankari

For Respondents : ----

C.M.A.(MD).No.141 of 2023

Reliance General Insurance Co Ltd,
through its Branch Manager,
Having its Office at No.184/9b/7
V.V.D.Main Road,
Near State Bank of India,
Tuticorin. ... Appellant

Vs.

1.V.Muthuraj

2.Minor Santhya

3.Minor Mahalakshmi

(Minor 2nd and 3rd respondents represented through guardian and next friend their father Muthuraj 1st respondent)

4.M.Mariappan ... Respondents

PRAYER:- Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the judgment and decree passed in M.C.O.P.No. 266 of 2018 on the file of the Motor Accident Claims Tribunal, I Additional District Judge, Tirunelveli dated 24.06.2022.

For Appellant : Mrs.K.R.Shivashankari

For Respondents : Mr.A.Selvaraj R1 to R3

C.M.A.(MD).No.142 of 2023

Reliance General Insurance Co Ltd,
through its Branch Manager,
Having its Office at No.184/9b/7
V.V.D.Main Road,
Near State Bank of India,
Tuticorin. ... Appellant

Vs.

1.C.Sasikumar

2.M.Mariappan ... Respondents

PRAYER:- Civil Miscellaneous Appeal is filed under Section 173 of the sMotor Vehicles Act, 1988, to set aside the judgment and decree passed in M.C.O.P.No.625 of 2018 on the file of the Motor Accident Claims Tribunal, I Additional District Judge, Tirunelveli, dated 24.06.2022.

For Appellant	:	Mrs.K.R.Shivashankari
For Respondents	:	---

C.M.A.(MD).No.143 of 2023

Reliance General Insurance Co Ltd,
through its Branch Manager,
Having its Office at No.184/9b/7
V.V.D.Main Road,
Near State Bank of India,
Tuticorin. ... Appellant

Vs.

1.Minor Mahalakshmi

(***Minor respondent represented through guardian and next friend of her father V.Muthuraj)***

2.M.Mariappan ... Respondents

PRAYER:- Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the judgment and decree passed in M.C.O.P.No. 678 of 2018 on the file of the Motor Accident Claims Tribunal, I Additional District Judge, Tirunelveli dated 24.06.2022.

For Appellant	:	Mrs.K.R.Shivashankari
For Respondents	:	---

C.M.A.(MD).No.144 of 2023

Reliance General Insurance Co Ltd,
through its Branch Manager,
Having its Office at No.184/9b/7
V.V.D.Main Road,
Near State Bank of India,
Tuticorin. ... Appellant

Vs.

1.Minor Murugalakshmi @ Roshini

(***Minor respondent through guardian and next friend and her father Kannan)***

2.M.Mariappan ... Respondents

PRAYER:- Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the judgment and decree passed in M.C.O.P.No. 704 of 2018 on the file of the Motor Accident Claims Tribunal, I Additional

District Judge, Tirunelveli dated 24.06.2022.

For Appellant	:	Mrs.K.R.Shivashankari
For Respondents	:	---

C.M.A.(MD).No.835 of 2023

Reliance General Insurance Co Ltd,
through its Branch Manager,
Having its Office at No.184/9b/7
V.V.D.Main Road,
Near State Bank of India,
Tuticorin. ... Appellant

Vs.

1.V.Muthuraj

2.M.Mariappan ... Respondents

PRAYER:- Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the judgment and decree passed in M.C.O.P.No. 2012 of 2018 on the file of the Motor Accident Claims Tribunal, I Additional District Judge, Tirunelveli dated 24.06.2022.

For Appellant	:	Mrs.K.R.Shivashankari
For Respondents	:	Mr.A.Selvaraj for R1

C.M.A.(MD).No.876 of 2024

Reliance General Insurance Co Ltd,
through its Branch Manager,
Having its Office at No.184/9b/7
V.V.D.Main Road,
Near State Bank of India,
Tuticorin. ... Appellant

Vs.

1.C.Tamilarasi
2.C.Karthik Murugan
3.C.Perinbam
4.C.Kandasami
5.C.Sasikumar
6.M.Mariappan ... Respondents

PRAYER:- Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the judgment and decree passed in M.C.O.P.No. 265 of 2018 on the file of the Motor Accident Claims Tribunal, I Additional District Judge, Tirunelveli dated 24.06.2022.

For Appellant	:	Mrs.K.R.Shivashankari
For Respondents	:	--

COMMON J U D G M E N T

(Judgment of the Court was delivered by **K.K.RAMAKRISHNAN,J.**)

The second respondent, namely, Reliance General Insurance Company, Tuticorin, has preferred this batch of appeals challenging the common award, dated 24.06.2022 passed by the Tribunal, whereby liability was fastened upon the insurer.

2.**Brief facts of the case**:

According to the claim petitions, the injured claimants as well as the deceased were travelling in a Mahindra maxi cab bearing Registration No. TN-69-AF-5182, insured with the appellant, on 21.05.2017 at about 10:45 p.m. When the said vehicle was proceeding from west to east on the Tirunelveli–Tuticorin National Highway, near Valanadu, Maruthur Keela Vaikal Bridge, the driver drove the vehicle in a rash and negligent manner, as a result of which the vehicle capsized. Consequently, several occupants sustained multiple injuries, and some succumbed to the injuries.

2.1.In respect of the said occurrence, a First Information Report in Crime No. 94 of 2017 was registered by the jurisdictional police for offences under

Sections 279, 337, 338, and 304-A of the Indian Penal Code. Thereafter, the injured claimants and the legal representatives of the deceased filed separate claim petitions in M.C.O.P. Nos.1386 of 2017, 265, 266, 625, 678, 704 and 2012 of 2018 before the Tribunal, seeking compensation.

3.**Case of the Insurance Company**

The insurer filed its counter denying the manner of the accident and specifically contended that the vehicle in question was a maxi cab with a permitted seating capacity of 13+1 as per the Registration Certificate, and the insurance policy also covered only 13+1 persons. It was further contended that at the time of the accident, about 35 persons were travelling in the vehicle, in total violation of policy conditions and permit terms. On that basis, the insurer sought total exoneration from liability.

3.1.The owner of the vehicle (first respondent) also filed a counter denying liability.

4.Before the Tribunal, on the side of the claimants, witnesses were examined and documents were marked in each case. On the side of the respondents, one witness was examined and the insurance policy was marked as Ex.R1, which is as follows:

M.C.O.P.No.	*Witnesses examined on the side of the claimants*	*Witnesses examined on the side of the respondent*	*Documents marked on the side of the claimants*	*Documents marked on the side of the respondent*	*Witness documents.*
1386 of 2017	P.W.1 and P.W. 2	R.W.1	Ex.P1 to Ex.P8	Ex.R1	Ex.X1 to Ex.X5
265 of 2018	P.W.1 to P.W.4	R.W.1	Ex.P1 to Ex.P. 35	Ex.R1	--
266 of 2018	P.W.1 to P.W.4	R.W.1	Ex.P1 to Ex.P. 35	Ex.R1	--
625 of 2018	P.W.1 to P.W.4	R.W.1	Ex.P1 to Ex.P. 35	Ex.R1	--
678 of 2018	P.W.1 to P.W.4	R.W.1	Ex.P1 to Ex.P. 35	Ex.R1	--
704 of 2018	P.W.1 to P.W.4	R.W.1	Ex.P1 to Ex.P. 35	Ex.R1	--
2012 of 2018	P.W.1 to P.W.4	R.W.1	Ex.P1 to Ex.P. 35	Ex.R1	--

5.**Finding of the Tribunal:**

Upon consideration of the entire evidence, the Tribunal rejected the plea of the insurer that the accident occurred due to overloading and consequently declined to exonerate the insurer from liability and awarded the following compensation under various heads:

5.1.M.C.O.P.No.1386 of 2017

Sl. No	*Heads*	*Calculation*
1	Salary	Rs.40,000/- per month
2	Future Prospects at 30%	Rs.40,000/- + Rs.12,000/- Rs.52,000/-
3	Annual Income of the deceased that he would have earned if he was alive	Rs.52,000/- X 12 = Rs.6,42,000/-

4	Deduction of Income Tax	Out of Total Income Rs.6,42,000/- Rs.2,50,000/- (Nil) For remaining Rs.2,50,000/- X 10% = 25,000/- Rs.1,24,000 X 20% = 24,800/- =Rs.49,800/- I.T.Cess 3% = Rs.1494/- =Rs.49,800 + 1494/- =Rs.51,294/-
5	Total income after deduction of Income Tax	Rs.6,24,000/- (-) Rs.51,294/- =Rs.5,72,706/-
6	1/3rd of the income (ii) deducted as personal expenses of the deceased	Rs.5,72,706/- (-) Rs.1,90,902/- =Rs.3,81,804/-
7	Compensation after multiplier of 13 is applied	Rs.3,81,804/- X 13 =Rs.49,63,452/-
8	Loss of Estate	Rs.1,00,000/-
9	Funeral expenses	Rs.15,000/-
10	Loss of consortium to wife	Rs.1,00,000/-
11	Loss of consortium to the two children each Rs.1,00,000/-	Rs.2,00,000/-
	Total compensation awarded	Rs.53,78,452

5.2.M.C.O.P.No.265 of 2018

Sl.No.	*Heads*	*Calculation*
1	Salary	Rs.10,000/- per month
2	Future Prospects at 10%	Rs.10,000/- + Rs.1,000/- Rs.11,000/-
3	¼ of the income (ii) deducted as personal expenses of the deceased	Rs.11,000/- (-) Rs.2,750/- Rs.8,250/-
4	Compensation after multiplier of 11 is applied	Rs.8,250/- X 12 X 11 =Rs.10,89,000/-
5	Loss of Consortium	Rs.40,000/-
6	Loss of Estate	Rs.15,000/-
7	Funeral Expenses	Rs.15,000/-
	Total compensation awarded	Rs.11,59,000/-

5.3.M.C.O.P.No.266 of 2018

Sl.No.	Heads	Calculation
1	Salary	Rs.8,000/- per month
2	Future Prospects at 40%	Rs.8,000/- + Rs.3,200/- Rs.11,200/-
3	1/3 of the income (ii) deducted as personal expenses of the deceased	Rs.11,200/- (-) Rs. 3,733/- Rs.7,467/-
4	Compensation after multiplier of 15 is applied	Rs.7,467/- X 12 X 15 Rs.13,44,060/-
5	Loss of consortium	Rs.1,00,000/-
6	Loss of Estate	Rs.1,00,000/-
7	Funeral Expenses	Rs.15,000/-
	Total Compensation awarded	Rs.15,59,060/-

5.4.M.C.O.P.No.625 of 2018

Sl. No	Heads	Calculation
1	Loss of earning Power	Rs.21,16,800/-
2.	Medical Expenses	Rs.2,83,677/-
3	Attendant Charges	Rs.15,000/-
4	Pain and Suffering	Rs.50,000/-
5	Transport Expenses	Rs.23,000/-
6	Extra Nourishment	Rs.50,000/-
	Total compensation awarded	Rs.25,38,477/-

5.5.M.C.O.P.No.678 of 2018

Sl.No	***Heads***	***Calculation***
1	Pain and Sufferings extra nourishment Transport Attendant expenses	Rs.83,800/-
2	Medical Expenses	Rs.16,200/-
	Total Compensation awarded	Rs.1,00,000/-

5.6.M.C.O.P.No.704 of 2018

Sl. No	***Heads***	***Calculation***
1	Pain and Sufferings extra nourishment Transport Attendant expenses	Rs.54,800/-
2	Medical Expenses	Rs,45,200/-
	Total compensation awarded	Rs.1,00,000/-

5.7.M.C.O.P.No.2012 of 2018

Sl. No	***Heads***	***Calculation***
1	Pain and Sufferings extra nourishment Transport Attendant expenses	Rs.50,000/-
2	Medical Expenses	Rs.95,200/-
	Total Compensation awarded	Rs/1,45,200/-

Aggrieved by the same, the present appeals have been filed.

6.**Submissions of the learned counsel appearing for the appellant/insurance company:**

The learned counsel for the appellant–insurer contended that there was a fundamental breach of policy conditions, inasmuch as the vehicle carried passengers far in excess of the permitted capacity. It was further submitted that such overloading contributed to the accident, and therefore the insurer cannot be held liable. In the alternative, it was argued that at least a "pay and recovery" order ought to have been passed in view of the violation of permit conditions.

6.1.The learned counsel also assailed the quantum of compensation in certain cases, particularly in M.C.O.P. No. 266 of 2018, contending that excessive amounts were awarded under the heads of loss of consortium and loss of estate.

7.**Submissions of the learned counsel appearing for the respondent/claimants:**

Per contra, the learned counsel appearing for the claimants submitted that mere overloading, by itself, does not absolve the insurer of liability, especially when the number of claimants falls within the number of persons covered under the policy. It was further submitted that unless a causal connection between the breach and the accident is established, the insurer cannot avoid liability.

7.1.In support of this proposition, reliance was placed on the principles laid down by the Hon'ble Supreme Court which are as follows:

(i)In the case of ***National Insurance Company Ltd vs. Anjana Shyam and others*** reported in ***2007 (2) TNMAC 193(SC)***

(ii)In the case of ***National Insurance Company Ltd vs. Reena Devi and others*** reported in ***2015 (13) SCC 359***

(iii) In the case of ***Subodh Kumar Gupta vs. Guruwari Devi and others*** reported in ***2010 (1) TNMAC 398*** (Division Bench of the Jharkand High Court).

7.2.However, the learned counsel for the claimants fairly conceded that the amounts awarded under the conventional heads such as loss of consortium and loss of estate were in excess of the limits prescribed by the Hon'ble Supreme Court in the case of ***National Insurance Co. Ltd. v. Pranay Sethi***.

8.This Court has considered the rival submissions made by the learned counsel appearing for the appellant insurance company and the learned counsel appearing for the respondents/claimants and perused the materials available on record, including the precedents relied upon by both sides.

9.<u>**Points for Determination:**</u>

9.1. The common questions that arise for consideration in this batch of Civil Miscellaneous Appeals are:

(i)Whether the overloading of passengers in the appellant-insured maxi cab constitutes a fundamental breach of policy conditions so as to exonerate the insurer from liability to pay compensation?

(ii)Whether, in the facts and circumstances of the case, the Tribunal was justified in fastening liability upon the insurer without direction of "pay and recovery," despite the admitted overloading?

(iii)Whether the compensation awarded under the heads of loss of consortium and loss of estate in certain claim petitions is excessive and contrary to the principles laid down by the Hon'ble Supreme Court in the case of ***National Insurance Co. Ltd. v. Pranay Sethi***?

10.**Findings and Reasons**

At the outset, before adverting to the issue of overloading, this Court is duty-bound to examine the legal position as settled by the Hon'ble Supreme Court on the effect of breach of policy conditions.

10.1.The Hon'ble Supreme Court in the **case of *National Insurance Co. Ltd. v. Anjana Shyam*, reported in (2007) 7 SCC 445** held that when a vehicle is overloaded beyond the number of passengers permitted, the insurance company is liable for the number of passengers for whom the policy provides coverage and the relevant paragraphs are as follows:

> "***20.*** *In spite of the relevant provisions of the statute, insurance still remains a contract between the owner and the insurer and the parties are governed by the terms of their contract. The statute has made insurance obligatory in public interest and by way of social security and it has also provided that the insurer would be obliged to fulfil his obligations as imposed by the contract and as overseen by the statute notwithstanding any claim he may have against the other contracting party, the owner, and meet the claims of third parties subject to the exceptions provided in Section 149(2) of the Act. But that does not mean that an insurer is bound to pay amounts outside the contract of insurance itself or in respect of persons not covered by the contract at all.* ***In other words, the insured is covered only to the extent of the passengers permitted to be insured or directed to be insured by the statute and actually covered by the contract.***

> ***21.*** *The High Court has considered only the aspect whether by overloading the vehicle, the owner had put the vehicle to a use not allowed by the permit under which the vehicle is used. This aspect is different from the aspect of determining the extent of the liability of the Insurance Company in respect of the passengers of a stage carriage insured in terms of Section 147(1)(b)(ii) of the Act.* ***We are of the view that the Insurance Company can be made liable only in respect of the number of passengers for whom insurance can be taken under the Act and for whom insurance has been taken as a fact and not in respect of the other passengers involved in the accident in a case of overloading.***

10.2.The Division Bench of the Jharkand High Court, headed by Hon'ble Thiru Justice *M. Y. Eqbal, J.* (as he then was) in the case of ***Subodh Kumar Gupta vs. Guruwari Devi*** reported in ***2010 SCC Online Jhar 63*** declined to accept the similar plea of the insurance company that the learned Tribunal Judge has failed to grant award of pay and recovery and held as follows:

> *“8. Admittedly on the relevant date of accident, mini bus was carrying 50-60 passengers. It has not been brought on record that by reason of the said accident more than 21 persons died or sustained injuries. From the records it appears that 8 persons died in the said accident and 8 claim cases were filed. In such circumstances the Insurance Company cannot disown its liability for payment of compensation in respect of death of at*

least 21 persons covered under the policy.

10. After having considered the facts and evidence on record and in the light of the law settled by the Supreme Court, we have no hesitation in holding that the Tribunal erred in law in giving right to the Insurance Company to recover the compensation amount from the appellant-owner of the vehicle."

10.3.In the case of National Insurance Company Ltd., ***v. Reena Devi,*** reported in ***(2015) 13 SCC 359*** the Hon'ble Supreme Court has affirmed the finding of the tribunal that overloading cannot be said that there is any breach of condition of permit and hence, the insurance company is liable to pay compensation and held as follows:

"15.... Moreover only because of overloading, it cannot be said that there is any breach of conditions of the permit. A reference in this regard may be made to the law laid down by the Hon'ble Supreme Court in State of Maharashtra v. Nanded-Parbhani Z.L.B.M.V. Operator Sangh [(2000) 2 SCC 69 : 2000 SCC (Cri) 318 : (2000) 125 PLR 558] , wherein at PLR p. 561 in para 8 the following proposition of law has been laid down: (SCC p. 74, para 11)

'11. ... But carrying passengers more than the number specified in the permit will not be a violation of the purpose for which the permit is granted...."

10.4.The Hon'ble Supreme Court in the case of ***United India Insurance Co. Ltd. v. K.M. Poonam***, reported in ***(2015) 15 SCC 297*** reiterated the principle that in the case of overloading, the insurance company is liable to pay compensation to the number of the persons covered under the policy without the order of pay and recovery and in the case of the injured or deceased in excess of the permitted persons covered under the policy, the insurance company is liable to pay and recover the same from the owner of the vehicle and the relevant paragraph reads as follows:

> *"**36.** The liability of the insurer, therefore, is confined to the number of persons covered by the insurance policy and not beyond the same. In other words, as in the present case, since the insurance policy of the owner of the vehicle covered six occupants of the vehicle in question, including the driver, the liability of the insurer would be confined to six persons only, notwithstanding the larger number of persons carried in the vehicle. Such excess number of persons would have to be treated as third parties, but since no premium had been paid in the policy for them, the insurer would not be liable to make payment of the compensation amount as far as they are concerned. However, the liability of the Insurance Company to make payment even in respect of persons not covered by the insurance policy continues under the provisions of sub-section (1) of Section 149 of the Act, as it would be entitled to recover the same if it could prove that one of the conditions of the policy had been breached by the owner of the vehicle."*

10.5.In view of the law laid down by the Hon'ble Supreme Court, it is clear that, not every breach of policy condition would absolve the insurer and the breach must be fundamental in nature and consequently, carrying passengers in excess of the permitted seating capacity does not amount to a violation of the purpose for which the permit was granted. Therefore, the insurance company remains liable to compensate for the number of passengers covered under the policy. In cases involving excess passengers, namely, passengers travelling beyond the permitted seating capacity, the insurer is liable to indemnify only in respect of the persons covered under the policy. In respect of passengers travelling in excess of the number covered by the insurance policy, the principle of "pay and recover" alone would apply, whereby the insurer is directed to satisfy the award in the first instance and thereafter recover the amount from the insured. So far as the passengers covered under the policy are concerned, there is no question of applying the principle of "pay and recover." The said principle arises only in respect of excess passengers travelling beyond the number covered under the policy.

10.6.The strong reliance placed by the learned counsel for the insurance company on ***Akula Narayana vs. The Oriental Insurance Company Limited***

& Another (2025 INSC 1301) is misplaced and not applicable to the facts of the present case. In the instant matter, the Tribunal had directed "pay and recovery," and the insured did not prefer any appeal against the said finding. Furthermore, the facts of the cited case are distinguishable, as it involved a dispute regarding payment of premium for gratuitous passengers. In contrast, in the present case, the deceased and the injured persons are not gratuitous passengers, and therefore, the ratio of the said judgment cannot be applied.

10.7.In the present case, though it is not in dispute that the vehicle carried passengers in excess of the permitted seating capacity, the material on record does not establish that the accident occurred on account of such overloading. The Tribunal has also recorded a categorical finding that the accident was the result of rash and negligent driving, and not due to overcrowding. This Court finds no grounds to interfere with the said finding without any contra evidence on the side of the appellant insurance company.

10.8.Further, it is to be noted that the claims in question pertain only to such number of persons who would fall within the seating capacity covered under the policy. In such circumstances, the mere travel of additional passengers, by itself, cannot be construed as a ground to deny liability vis-à-vis those claimants who are otherwise covered under the policy. This position is made clear by the judgments of the Hon'ble Supreme Court in ***United India Insurance Co. Ltd. v. K.M. Poonam, National Insurance Co. Ltd. v. Veena Devi, and National Insurance Co. Ltd. v. Anjana Shyam***. Therefore, Where the deceased or injured person falls within the number of passengers covered by the insurance policy, the insurer cannot avoid its statutory liability, nor can it seek recovery from the insured. The principle of "pay and recover" is applicable only in cases where the claim relates to passengers travelling in excess of the number permitted under the policy. Therefore, the contention of the insurance company that, even in respect of the passengers covered under the policy, merely because the insured plied the vehicle with overloaded passengers, they are entitled to satisfy the award and thereafter recover the amount from the insured, cannot be accepted.

10.9.Accordingly, the finding of the Tribunal fastening liability upon the appellant–insurer is affirmed.

11. Quantum of Compensation

However, insofar as the quantum of compensation is concerned, this

Court finds substance in the contention of the appellant that the amounts awarded under the conventional heads are in excess of the limits prescribed in ***National Insurance Co. Ltd. v. Pranay Sethi***.

11.1.In M.C.O.P. No. 1386 of 2018,

Loss of estate awarded at Rs.1,00,000/- is reduced to Rs.25,000/-.

Loss of consortium awarded to the spouse at Rs.1,00,000/- is reduced to Rs.40,000/-.

Consortium awarded to each of the children at Rs.1,00,000/- is reduced to Rs.40,000/- each.

Consequently, the total compensation is proportionately reduced from Rs. 53,78,452/- to the recalculated sum.

Sl. No	***Heads***	***Compensation awarded by the tribunal***	***Re quantified by this Court***	***remarks***
1	Loss of income	Rs.49,63,452/-	Rs.49,63,452/-	Confirmed
2	Loss of Estate	Rs.1,00,000/-	Rs.25,000/-	Reduced
3	Funeral expenses	Rs.15,000/-	Rs.15,000/-	Confirmed
4	Loss of consortium to wife	Rs.1,00,000/-	Rs.40,000/-	Reduced
5	Loss of consortium to the two children each Rs.1,00,000/-	Rs.2,00,000/-	Rs.40,000/- (each) Rs.80,000/-	Reduced
	Total compensation awarded	Rs.53,78,452	Rs.51,23,452/-	Reduced

11.2.Similarly, in M.C.O.P. No. 266 of 2018,

Loss of consortium is reduced from Rs.1,00,000/- to Rs.40,000/-.

Loss of estate is reduced from Rs.1,00,000/- to Rs.25,000/-.

Except for the above modifications under the conventional heads, the award of the Tribunal under other heads does not warrant interference which is as follows:

Sl. No.	***Heads***	***Compensation awarded by the tribunal***	***Re quantified by this Court***	***remarks***
1	Loss of Income	Rs.13,44,060/-	Rs.13,44,060/-	Confirmed
2	Loss of consortium	Rs.1,00,000/-	Rs.40,000/-	Reduced
3	Loss of Estate	Rs.1,00,000/-	Rs.25,000/-	Reduced
4	Funeral Expenses	Rs.15,000/-	Rs.15,000/-	Confirmed
	Total Compensation awarded	Rs.15,59,060/-	Rs.14,24,060/-	Reduced

12.<u>Conclusion:</u>

12.1. The Civil Miscellaneous Appeal in C.M.A.(MD).No.140 of 2023 is partly allowed and the compensation awarded by the Motor Accident Claims Tribunal (I Additional District Judge), Tirunelveli in M.C.O.P. No.1386 of 2017, dated 24.06.2022, is reduced to Rs.51,23,452/- from Rs.53,78,452/- with interest of 7.5% from date of the claim petition. The appellant/Insurance Company is directed to deposit the modified award amount within a period of six weeks from the date of receipt of a copy of this judgment. On such deposit, the claimants are permitted to withdraw their respective shares. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

12.2. The Civil Miscellaneous Appeal in C.M.A.(MD).No.141 of 2023 is partly allowed and the compensation awarded by the Motor Accident Claims Tribunal (I Additional District Judge), Tirunelveli in M.C.O.P. No.266 of 2018, dated 24.06.2022, is reduced to Rs.14,24,060/- from Rs.15,59,060/- with interest of 7.5% from date of the claim petition. The appellant/Insurance Company is directed to deposit the modified award amount within a period of six weeks from the date of receipt of a copy of this judgment. On such deposit, the claimants are permitted to withdraw their respective shares. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

12.3.The Civil Miscellaneous Appeals in C.M.A.(MD).Nos.142, 143, 144, 835 and 876 of 2023 are dismissed and the compensation awarded by the Motor Accident Claims Tribunal (I Additional District Judge), Tirunelveli, in M.C.O.P.Nos.625, 678, 704, 2012 and 265 of 2018, dated 24.06.2022, are hereby confirmed. The appellant/Insurance Company is directed to deposit the award amount within a period of six weeks from the date of receipt of a copy of this judgment. On such deposit, the claimants are permitted to withdraw their respective shares. There shall be no order as to costs. Consequently, the connected miscellaneous petitions are closed.

[N.A.V.,J.] & [K.K.R.K.,J.]
01.06.2026

NCC :Yes/No
Internet :Yes/No
Index :Yes/No
sbn

To

1.The Motor Vehicles Accident Claims Tribunal,
I Additional District Judge, Tirunelveli

2. The Section Officer,
VR Section, Madurai Bench of Madras High Court, Madurai.

N.ANAND VENKATESH,J.
and
K.K.RAMAKRISHNAN,J.

sbn

Pre-delivery judgment made in
C.M.A.(MD).Nos.140 to 144 of 2023, 835 of 2023 and 876 of 2024
and
C.M.P.(MD).Nos.1323 & 1327 of 2023 and 9408 of 2024

Dated: 01.06.2026